

Q. Paragraph III.J. states that the award will be based on the posting of security with a service provider proposal. Should a vendor post a security with this proposal?

A. This proposal is considered to be a response to the Request For Proposal--a bid not a proposal. The security is required to be posted by the vendor who is selected from the field of vendors who have submitted responses to the Request For Proposal--the person whose bid is accepted by the Agency.

Q. In Paragraph VII.C.2.a.(1) on page 11, should the page count for The Code Other than the Index be 7,616 rather than 8,736?

A. The total page count for the Code other than the Index should be 7,616. The total page count for the entire set, including the Index, should be 8,736.

Q. Would laser proofs be acceptable in lieu of blue line proofs?

A. Yes, provided that the Vendor can describe to us the relationship between the laser proofs and the final product. We are interested in having a good, clean final product and although laser proofs do allow us to check content of the final pages, which is very important, we do need some way to determine that the typeface on the final pages will be clean and clear, of the same size, and placed correctly on the page.

Q. In the Itemized Bidder's Sheets on pages 15 and 24, please clarify the meaning of "bid separated" and "bid combined". For the "Bid Combined", should a vendor combine the price for "Excluding Judicial Districts Distribution" with the price for "Judicial Districts Distribution"? Should these prices include prices for delivery only?

A. In the blank provided under "bid separated" for "Excluding Judicial Districts Distribution" please provide the total cost of production of the run of 3500 books and the cost of transporting all of those books to the Grimes Building in Des Moines. Under "Judicial Districts Distribution", please provide the cost of distribution of the 980 books to the Judicial Districts. Under the "Bid combined" please provide the total cost of production of the run of 3500 and the cost of transporting 2,520 books (the run of 3500 less the 980) to the Grimes building, and the 980 to the Judicial Districts.

Q. Who was the winning vendor of the last contract to print the 2003 Acts? What was the winning amount? What was the copy quantity and page count?

A. The 2003 Acts were produced under a contract renewal option from a 2001 contract, so there was no "winning vendor" in 2003. The amount paid for the production of the 2003 Acts was \$44,379.00, plus \$1,266.83 in transportation fees. The vendor who produced the 2003 Acts was Quebecor World. The copy quantity was 3500--the same as described under this RFP. The page count was 1312 pages.

Q. Who was the winning vendor of the last contract to print the Code and Index? What was the winning amount? What was the copy quantity and page count of the Code and the Index?

A. The 2003 Code and Index were produced under a contract renewal option from a 2001 contract, so there was no "winning vendor" in 2003. The amount paid for the

production of the 2003 Code was \$411,469.48 and the additional amount of \$77,940.02 was paid for the Index. The run requested was for 7,000 sets (including the Index)--7188 sets were actually delivered. At that time, the Code was broken into 4 volumes, not the 6 specified in the RFP. The page counts for the volumes were as follows: I=1712 pages; II=1744 pages; III=1712 pages; IV=2096 pages; or a combined total for the set of 4 of 7,264 pages. The page count for the Index was 1,120 pages, so the combined page count for the Code plus the index was 8,384 pages.

Q. Section II, Part D. Contract execution deadline. The RFP states that the contract will be executed by June 30 although the bid opening doesn't take place until June 25. Can we get a copy of the model contract referred to? Will the final contract be the same as the model contract?

A. We are in the process of drafting model contracts for the printing of the Acts and the Code. We hope to complete that process some time during the week of June 14. It is likely that the model contract for the Acts will be completed before the model contract for the Code, but the latter contract should be available well before the deadline for the bid opening. We intend that the model contract language be the same as the final contract. It is always possible, though, that due to particular circumstances something would come up regarding specific contract language and slightly different contract language would have to be negotiated.

Q. Section III, Part B. Form of submissions. The RFP calls for one uncompressed electronic version of the proposal. May that electronic version be supplied on a CD-ROM or must it be on diskettes?

A. Diskettes and CD-ROM are both permissible--use whichever one that is more convenient.

Q. Section III, Part G. 3. Bidder's Sheet. Must the job be bid in the component parts as broken out on the sheet? Is it contemplated that certain portions of the bid would possibly be awarded to different contractors? Would it be an acceptable alternative to bid the two jobs with a total dollar amount for each job and a separate price for the additional 100's on each job?

A. The idea behind the bidder's sheet is to help us understand how the total costs are arrived at--what portion of the bid is attributable to what aspect of production of the books--so, yes, we want the job to be bid in the component parts. The only possible split in awarding the contracts is to award the contract for the production of the Code (plus the Index) to a different vendor than for the Acts.

The "additional 100's" is not intended to be viewed as a new request for more books in 100 book/set increments. The concept behind the "additional 100's" is, what will we be charged for excess books if the vendor who is awarded the contract produces an overrun (more than the requested number of books or sets of books). This has happened in the past and the purpose of the additional 100's figure is to allow us to determine what additional costs we might incur in the production process. Given that scenario, it would not be acceptable to bid the two jobs with a total dollar amount for each job and then a separate price for the additional 100's.

Q. Section IV, Part D. Blue line pages. The RFP mentions blue line pages or an equivalent for the proof. Has an acceptable equivalent format already been established? Is it possible that the Agency will actually want to get blue line pages?

A. An acceptable equivalent format has not been predetermined or established. We have accepted blue line pages and laser proofs in the past. We would not require that blue line pages be submitted over laser or some other form of acceptable proof.

Q. Section V., 3. Paper stock for Pink pages (Code). Are we to assume that these pink pages are not covered by the recycled materials provision? This appears to be a colored custom paper that will not be a recycled paper.

A. We had assumed in drafting the RFP that the pink pages were covered by the recycled materials provision, but that may be a false assumption. If such a paper or an acceptable equivalent is not available in recycled stock, then we will have to go with the sample that best matches what we have used in the past.

Q. Section VI, Part B. Delivery of composed pages by the agency. The RFP states that fully composed pages will be furnished in an electronic format. Will the material be supplied in PDF format. If yes, will the PDFs include the prescribed bleed bars? If not, what format will the electronic files be delivered in (Microsoft Word, etc)?

A. We have been submitting the pages in .PDF format. The PDFs do include the prescribed bleed bars and any other art work that appears in the Code and the Acts.

Q. Section VIII, Part A. 2. b. Dock Instructions. The RFP states that all pallets must be unloaded by pallet jacks at the dock. Is there a dock and a dock plate? Are the pallet jacks provided or is the trucker required to bring one?

A. There is a dock and a dock plate. Pallet jacks are available on site--the trucker does not need to bring one. Please do pay special note to the dock height of 13' 4". A regular semi-truck will not fit.

Q. Section VIII, Part A. 3. 2.a. Code other than the Index. The RFP states that the Code other than the Index must be delivered within 30 days of the final approval by the Agency and that the approval is expected by December 17, 2004. The next section of the RFP then calls for delivery of hundreds of sets of the Code by January 5, 2005. Will the successful vendor have 30 days from a possible December 17<sup>th</sup> approval or does the January 5<sup>th</sup> date take precedence?

A. For the delivery of the 400 sets, the January 5, 2005 date takes precedence. This is so that books may be delivered to the members of the Iowa General Assembly, legislative staff, and to some members of the Governor's office prior to the commencement of the legislative session. For the balance of the sets, the 30 days applies. If we are able to give final approval before December 17, 2004, be assured that we will do so. Our ability to

give final approval always depends on the amount and timing of legislation that is enacted in a particular legislative session. The occurrence of special sessions also plays a key role. We have always worked with our vendors to facilitate the printing and binding process--giving them advanced notice of any changes that we anticipate in the deadlines set for production.

Q. Section VIII, Part B. 3. Judicial Districts Distribution. The RFP lists the eight judicial districts but doesn't identify the quantity to be shipped to each district. Should we assume an equal number of sets to each district?

A. You should not presume an equal number of sets to each district. The quantities shipped to each district in the past have been as noted below. We don't have the current numbers, so you will need to give us your best approximate cost based upon this information.:

For the 2003 Acts:

1st Dist 138  
2nd Dist 186  
3rd Dist 133  
4th Dist 15  
5th Dist 204  
6th Dist 89  
7th Dist 83  
8th Dist 134

For the 2003 Code:

1st Dist 136  
2nd Dist 188  
3rd Dist 155  
4th Dist 76  
5th Dist 204  
6th Dist 89  
7th Dist 83  
8th Dist 134

Q. Section VIII, Part B. Delivery requirements. After the distribution of the specially shipped sets, are the remainder of the sets to be delivered to the Grimes Building location or will the vendor be required to provide storage space and future shipping?

A. The remainder of the sets are to be delivered to the Grimes Building location. The special shipping instructions are the only special shipping that is required. Our warehouse in the Grimes Building will handle the remainder of any shipping issues.